

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ESTER MARTINEZ, LERIA PEREZ ZAPATA, and
MATEO GUZMAN,

Case No.: 1:23-cv-4667 (CBA) (PK)

Plaintiffs,

ANSWER

-against-

ATLANTIS SUPER WASH CENTER INC., CLEAN
CITY LAUNDRY INC., MICHAEL DINARDI, and
NICK MIRA,

Defendants.

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Defendants Atlantis Super Wash Center Inc., Clean City Laundry Inc., and Nick Mira, by and through their attorneys, Sage Legal LLC, hereby submit this Answer to the Complaint of Plaintiffs Ester Martinez, Leria Perez Zapata, And Mateo Guzman, individually, and on behalf of all other persons similarly situated, (collectively hereinafter “Plaintiffs”) as follows:

AS TO “NATURE OF THE ACTION”

1. Defendants deny the truth of the allegation contained in ¶ 1 of the Complaint.
2. Defendants deny the truth of the allegation contained in ¶ 2 of the Complaint.
3. Defendants deny the truth of the allegation contained in ¶ 3 of the Complaint.

AS TO “JURISDICTION AND VENUE”

4. ¶ 4 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 4 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

5. ¶ 5 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 5 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

6. ¶ 6 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 6 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

7. ¶ 7 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 7 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

AS TO “FACTUAL ALLEGATIONS”

As to “Defendant Atlantis Super Wash Center Inc.”

8. Defendants admit the truth of the allegations contained in ¶ 8 of the Complaint.

9. Defendants deny the truth of the allegation contained in ¶ 9 of the Complaint.

10. Defendants deny the truth of the allegation contained in ¶ 10 of the Complaint.

11. Defendants deny the truth of the allegation contained in ¶ 11 of the Complaint.

12. Defendants deny the truth of the allegation contained in ¶ 12 of the Complaint.

13. Defendants deny the truth of the allegation contained in ¶ 13 of the Complaint.

14. Defendants deny the truth of the allegation contained in ¶ 14 of the Complaint.

15. Defendants deny the truth of the allegation contained in ¶ 15 of the Complaint.

As to “Defendant Clean City Laundry Inc.”

16. Defendants admit the truth of the allegations contained in ¶ 16 of the Complaint.

17. Defendants deny the truth of the allegations contained in ¶ 17 of the Complaint.

18. Defendants deny the truth of the allegations contained in ¶ 18 of the Complaint.

19. Defendants deny the truth of the allegations contained in ¶ 19 of the Complaint.

20. Defendants deny the truth of the allegations contained in ¶ 20 of the Complaint.

21. Defendants deny the truth of the allegations contained in ¶ 21 of the Complaint.

22. Defendants deny the truth of the allegations contained in ¶ 22 of the Complaint.
23. Defendants deny the truth of the allegations contained in ¶ 23 of the Complaint.

As to “Defendant Michael Dinardi”

24. Defendants deny the truth of the allegations contained in ¶ 24 of the Complaint.
25. Defendants deny the truth of the allegations contained in ¶ 25 of the Complaint.
26. Defendants deny the truth of the allegations contained in ¶ 26 of the Complaint.
27. Defendants deny the truth of the allegations contained in ¶ 27 of the Complaint.
28. Defendants deny the truth of the allegations contained in ¶ 28 of the Complaint.
29. Defendants deny the truth of the allegations contained in ¶ 29 of the Complaint.
30. Defendants deny the truth of the allegations contained in ¶ 30 of the Complaint.
31. Defendants deny the truth of the allegations contained in ¶ 31 of the Complaint.
32. Defendants deny the truth of the allegations contained in ¶ 32 of the Complaint.
33. Defendants deny the truth of the allegations contained in ¶ 33 of the Complaint.
34. Defendants deny the truth of the allegations contained in ¶ 34 of the Complaint.
35. Defendants deny the truth of the allegations contained in ¶ 35 of the Complaint.
36. Defendants deny the truth of the allegations contained in ¶ 36 of the Complaint.
37. Defendants deny the truth of the allegations contained in ¶ 37 of the Complaint.
38. Defendants deny the truth of the allegations contained in ¶ 38 of the Complaint.
39. Defendants deny the truth of the allegations contained in ¶ 39 of the Complaint.
40. Defendants deny the truth of the allegations contained in ¶ 40 of the Complaint.
41. Defendants deny the truth of the allegations contained in ¶ 41 of the Complaint.
42. Defendants deny the truth of the allegations contained in ¶ 42 of the Complaint.
43. Defendants deny the truth of the allegations contained in ¶ 43 of the Complaint.

As to “Defendant Nick Mira”

44. Defendants deny the truth of the allegations contained in ¶ 44 of the Complaint.
45. Defendants deny the truth of the allegations contained in ¶ 45 of the Complaint.
46. Defendants deny the truth of the allegations contained in ¶ 46 of the Complaint.
47. Defendants deny the truth of the allegations contained in ¶ 47 of the Complaint.
48. Defendants deny the truth of the allegations contained in ¶ 48 of the Complaint.
49. Defendants deny the truth of the allegations contained in ¶ 49 of the Complaint.
50. Defendants deny the truth of the allegations contained in ¶ 50 of the Complaint.
51. Defendants deny the truth of the allegations contained in ¶ 51 of the Complaint.
52. Defendants deny the truth of the allegations contained in ¶ 52 of the Complaint.
53. Defendants deny the truth of the allegations contained in ¶ 53 of the Complaint.
54. Defendants deny the truth of the allegations contained in ¶ 54 of the Complaint.
55. Defendants deny the truth of the allegations contained in ¶ 55 of the Complaint.
56. Defendants deny the truth of the allegations contained in ¶ 56 of the Complaint.
57. Defendants deny the truth of the allegations contained in ¶ 57 of the Complaint.
58. Defendants deny the truth of the allegations contained in ¶ 58 of the Complaint.
59. Defendants deny the truth of the allegations contained in ¶ 59 of the Complaint.
60. Defendants deny the truth of the allegations contained in ¶ 60 of the Complaint.
61. Defendants deny the truth of the allegations contained in ¶ 61 of the Complaint.
62. Defendants deny the truth of the allegations contained in ¶ 62 of the Complaint.
63. Defendants deny the truth of the allegations contained in ¶ 63 of the Complaint.

As to “Defendants Constitute Joint Employers and a Single Enterprise”

64. ¶ 64 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 64 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

65. ¶ 65 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 65 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

66. ¶ 66 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 66 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

67. Defendants deny the truth of the allegations contained in ¶ 67 of the Complaint.

68. Defendants deny the truth of the allegations contained in ¶ 68 of the Complaint.

69. Defendants deny the truth of the allegations contained in ¶ 69 of the Complaint.

70. ¶ 70 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 70 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

71. ¶ 71 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 71 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

72. Defendants deny the truth of the allegations contained in ¶ 72 of the Complaint.

73. Defendants deny the truth of the allegations contained in ¶ 73 of the Complaint.

74. ¶ 74 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 74 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

As to “Plaintiff Ester Martinez”

75. The defendant lacks sufficient knowledge or information to determine the truth of the allegations in ¶ 75 of the complaint.

76. Defendants deny the truth of the allegations contained in ¶ 76 of the Complaint.

77. Defendants deny the truth of the allegations contained in ¶ 77 of the Complaint.

78. Defendants deny the truth of the allegations contained in ¶ 78 of the Complaint.

79. Defendants deny the truth of the allegations contained in ¶ 79 of the Complaint.

80. Defendants deny the truth of the allegations contained in ¶ 80 of the Complaint.

81. Defendants deny the truth of the allegations contained in ¶ 81 of the Complaint.

82. Defendants deny the truth of the allegations contained in ¶ 82 of the Complaint.

83. Defendants deny the truth of the allegations contained in ¶ 83 of the Complaint.

84. Defendants deny the truth of the allegations contained in ¶ 84 of the Complaint.

85. Defendants deny the truth of the allegations contained in ¶ 85 of the Complaint.

86. Defendants deny the truth of the allegations contained in ¶ 86 of the Complaint.

87. Defendants deny the truth of the allegations contained in ¶ 87 of the Complaint.

88. Defendants deny the truth of the allegations contained in ¶ 88 of the Complaint.

89. Defendants deny the truth of the allegations contained in ¶ 89 of the Complaint.

90. Defendants deny the truth of the allegations contained in ¶ 90 of the Complaint.

91. Defendants deny the truth of the allegations contained in ¶ 91 of the Complaint.

92. Defendants deny the truth of the allegations contained in ¶ 92 of the Complaint.

93. Defendants deny the truth of the allegations contained in ¶ 93 of the Complaint.

As to “Plaintiff Leria Perez Zapata”

94. The defendant lacks sufficient knowledge or information to determine the truth of the allegations in ¶ 94 of the complaint.

95. Defendants deny the truth of the allegations contained in ¶ 95 of the Complaint.

96. Defendants deny the truth of the allegations contained in ¶ 96 of the Complaint.

97. Defendants deny the truth of the allegations contained in ¶ 97 of the Complaint.

98. Defendants deny the truth of the allegations contained in ¶ 98 of the Complaint.

99. Defendants deny the truth of the allegations contained in ¶ 99 of the Complaint.

100. Defendants deny the truth of the allegations contained in ¶ 100 of the Complaint.

101. Defendants deny the truth of the allegations contained in ¶ 101 of the Complaint.

102. Defendants deny the truth of the allegations contained in ¶ 102 of the Complaint.

103. Defendants deny the truth of the allegations contained in ¶ 103 of the Complaint.

104. Defendants deny the truth of the allegations contained in ¶ 104 of the Complaint.

105. Defendants deny the truth of the allegations contained in ¶ 105 of the Complaint.

106. Defendants deny the truth of the allegations contained in ¶ 106 of the Complaint.

107. Defendants deny the truth of the allegations contained in ¶ 107 of the Complaint.

108. Defendants deny the truth of the allegations contained in ¶ 108 of the Complaint.

109. Defendants deny the truth of the allegations contained in ¶ 109 of the Complaint.

110. Defendants deny the truth of the allegations contained in ¶ 110 of the Complaint.

As to “Plaintiff Mateo Guzman”

111. The defendant lacks sufficient knowledge or information to determine the truth of the allegations in ¶ 94 of the complaint.

112. Defendants deny the truth of the allegations contained in ¶ 112 of the Complaint.
113. Defendants deny the truth of the allegations contained in ¶ 113 of the Complaint.
114. Defendants deny the truth of the allegations contained in ¶ 114 of the Complaint.
115. Defendants deny the truth of the allegations contained in ¶ 115 of the Complaint.
116. Defendants deny the truth of the allegations contained in ¶ 116 of the Complaint.
117. Defendants deny the truth of the allegations contained in ¶ 117 of the Complaint.
118. Defendants deny the truth of the allegations contained in ¶ 118 of the Complaint.
119. Defendants deny the truth of the allegations contained in ¶ 119 of the Complaint.
120. Defendants deny the truth of the allegations contained in ¶ 120 of the Complaint.
121. Defendants deny the truth of the allegations contained in ¶ 121 of the Complaint.
122. Defendants deny the truth of the allegations contained in ¶ 122 of the Complaint.
123. Defendants deny the truth of the allegations contained in ¶ 123 of the Complaint.

AS TO “COUNT I”
Violation Of The Fair Labor Standards Act
29 U.S.C. § 201 ET SEQ.
Failure to Compensate for Overtime
(On Behalf of Martinez Only)

124. Defendants repeat and reallege each and every allegation contained in the preceding Paragraphs as if fully set forth herein.

125. ¶ 125 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 125 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

126. ¶ 126 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 126 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

127. Defendants deny the truth of the allegations contained in ¶ 127 of the Complaint.

128. Defendants deny the truth of the allegations contained in ¶ 128 of the Complaint.

129. ¶ 129 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 129 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

130. ¶ 130 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 130 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

131. ¶ 131 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 131 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

132. ¶ 132 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 132 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

133. ¶ 133 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 133 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

134. Defendants deny the truth of the allegations contained in ¶ 134 of the Complaint.

135. Defendants deny the truth of the allegations contained in ¶ 134 of the Complaint.

136. ¶ 135 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 135 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

AS TO “COUNT II”
Violation of the New York Labor Law
Article 6 and 19
Failure to Compensate for Overtime

137. Defendants repeat and reallege each and every allegation contained in the preceding Paragraphs as if fully set forth herein.

138. Defendants deny the truth of the allegations contained in ¶ 138 of the Complaint.

139. ¶ 139 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 139 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

140. ¶ 140 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 140 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

141. Defendants deny the truth of the allegations contained in ¶ 141 of the Complaint.

142. ¶ 142 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 142 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

143. Defendants deny the truth of the allegations contained in ¶ 143 of the Complaint.

144. Defendants deny the truth of the allegations contained in ¶ 144 of the Complaint.

145. ¶ 145 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 145 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

AS TO “COUNT III”
Violation of the New York Labor Law
Article 19
Failure to Pay Minimum Wages

146. Defendants repeat and reallege each and every allegation contained in the preceding Paragraphs as if fully set forth herein.

147. ¶ 145 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 145 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

148. Defendants deny the truth of the allegations contained in ¶ 148 of the Complaint.

149. Defendants deny the truth of the allegations contained in ¶ 149 of the Complaint.

150. Defendants deny the truth of the allegations contained in ¶ 150 of the Complaint.

151. Defendants deny the truth of the allegations contained in ¶ 151 of the Complaint.

152. ¶ 145 of the Complaint purports to set forth legal conclusions to which no response is required. To the extent that ¶ 145 sets forth any allegations of fact to which a response is required, Defendants deny those allegations.

DEFENDANTS’ AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

153. Plaintiffs’ claims, in whole or in part, fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

154. Plaintiffs’ claims are barred, in whole or in part, by the applicable statute of limitations.

THIRD AFFIRMATIVE DEFENSE

155. Plaintiffs have been paid all monies owed to them.

FOURTH AFFIRMATIVE DEFENSE

156. Although Defendants deny that they owe any unpaid wages or other amounts to Plaintiffs, if it is determined that such monies are owed, Plaintiffs cannot establish that any alleged violation of the FLSA was willful and, thus, cannot establish entitlement to a three-year statute of limitations with respect to their claims.

FIFTH AFFIRMATIVE DEFENSE

157. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, laches, estoppel, unclean hands, and estoppel.

SIXTH AFFIRMATIVE DEFENSE

158. This action is barred, in whole or in part, as to all or some of the hours allegedly worked by Plaintiffs that were not reported in accordance with any applicable policies or procedures.

SEVENTH AFFIRMATIVE DEFENSE

159. Plaintiffs are not entitled to liquidated damages pursuant to the NYLL and/or the FLSA because at all times Defendants acted in good faith and had reasonable grounds for believing that their acts and/or omissions were not a violation.

EIGHTH AFFIRMATIVE DEFENSE

160. Defendants' actions regarding payroll practices and compliance with the NYLL and/or the FLSA were in good faith and Defendants had reasonable grounds for believing their actions were in compliance with the NYLL and/or the FLSA.

NINTH AFFIRMATIVE DEFENSE

161. This action is barred, in whole or in part, as to all or some of the hours allegedly worked of which Defendants lack actual or constructive knowledge.

TENTH AFFIRMATIVE DEFENSE

162. Although Defendants deny that they owe any unpaid wages or other amounts to Plaintiff, if it is determined that such monies are owed, Plaintiffs are not entitled to liquidated damages because Defendants' actions with respect to the method of paying Plaintiffs was taken in good faith.

ELEVENTH AFFIRMATIVE DEFENSE

163. Plaintiffs, acting independently or in concert with one another, violated their respective duty of loyalty to Defendants as employees and must thus be disgorged of their wages.

TWELVTH AFFIRMATIVE DEFENSE

164. Defendants have met and satisfied any and all obligations to Plaintiffs and, therefore, this action is barred, in whole or in part, by the doctrine of accord and satisfaction.

THIRTEENTH AFFIRMATIVE DEFENSE

165. The interests of the potential class will not be fairly and adequately protected.

FOURTEENTH AFFIRMATIVE DEFENSE

166. Plaintiffs' claims are unable to be brought as a collective action.

FIFTEENTH AFFIRMATIVE DEFENSE

167. Plaintiffs' claims for damages are barred, in whole or in part, by Plaintiffs' failure to mitigate damages.

SIXTEENTH AFFIRMATIVE DEFENSE

168. Although Defendants deny that they owe any unpaid wages or other amounts to Plaintiffs, if it is determined that such monies are owed, then Defendants assert that at all times relevant to this action a reasonable good faith dispute existed as to whether such wages or other amounts were owed.

SEVENTEENTH AFFIRMATIVE DEFENSE

169. The allegations of the Complaint are insufficient to entitle Plaintiffs to punitive damages. Defendants' conduct was not willful, wanton and/or egregious and punitive damages are not available on Plaintiffs' FLSA and NYLL claims.

EIGHTEENTH AFFIRMATIVE DEFENSE

170. The allegations of the Complaint are insufficient to entitle Plaintiffs to an award of attorneys' fees.

NINTEENTH AFFIRMATIVE DEFENSE

171. The causes of action herein have been waived and/or are barred by reason of the Plaintiffs' failure to give proper and timely notice to the Defendants of their claims.

TWENTIETH AFFIRMATIVE DEFENSE

172. Plaintiffs were not employed by each and every Defendant, for some or all of the relevant period.

TWENTY-FIRST AFFIRMATIVE DEFENSE

173. Any claim for additional compensation by Plaintiffs must be reduced by compensation already paid to Plaintiff for periods not compensable under the FLSA and the NYLL.

TWENTY-SECOND AFFIRMATIVE DEFENSE

174. If Plaintiffs succeed in establishing any violation under the FLSA or the NYLL, and to the extent any sums are found due and owing to Plaintiffs, which is expressly denied, Defendants are entitled to a set-off against said sum to the extent paid, tendered, waived, compromised, and/or released prior to the adjudication herein, including but not limited to those amounts paid, tendered, waived, compromised, and/or released through any other proceeding, either formal or informal, or to the extent any additional compensation was paid to Plaintiffs over and above his wages.

TWENTY-THIRD AFFIRMATIVE DEFENSE

175. Plaintiffs' claims are barred or should be reduced, in whole or in part, by exclusions, exceptions, credits, recoupments, or offsets permissible under the FLSA and/or NYLL.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

176. Plaintiffs' claims are barred to the extent they petitioned for bankruptcy either under Chapter 7 or Chapter 13 of the United States Bankruptcy Code yet failed to disclose potential claims against Defendants as required under applicable bankruptcy laws.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

177. Plaintiffs worked for another entity, business, or company other than Defendants during all or part of the time that Plaintiffs claim to have worked for Defendants.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

178. Defendants reserve the right pending completion of discovery to assert any additional defenses that may exist.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

179. Plaintiffs are not similarly situated to each other.

SWENTY-EIGHTH AFFIRMATIVE DEFENSE

180. Plaintiffs are not similarly situated to the potential collective action members.

TWENTY-NINTH AFFIRMATIVE DEFENSE

181. The claims or defenses of the parties are not typical of the claims or defenses of the potential collective action members.

DEFENDANTS DEMAND TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Defendants demand a trial by jury on all questions of fact raised in this case.

WHEREFORE, Defendants demand judgment dismissing the Complaint together with costs and disbursements of this action.

Dated: Jamaica, New York
July 19, 2024

Respectfully submitted,

SAGE LEGAL LLC

/s

Emanuel Kataev, Esq.
18211 Jamaica Avenue
Jamaica, NY 11423-2327
(718) 412-2421 (office)
(917) 807-7819 (cellular)
(718) 489-4155 (facsimile)
emanuel@sagelegal.nyc

Attorneys for Defendants